

A G R E E M E N T

Between

TOWNSHIP OF HAMILTON

COUNTY OF ATLANTIC

And

TEAMSTERS LOCAL 331, IBT

January 1, 2012

Through

December 31, 2014

TABLE OF CONTENTS

ARTICLE	TOPIC	PAGE
ARTICLE I	PARTIES, PURPOSE, CONSIDERATIONS.....	1
ARTICLE II	RECOGNITION.....	2
ARTICLE III	MANAGEMENT RIGHTS.....	3
ARTICLE IV	EQUAL TREATMENT.....	4
ARTICLE V	STRIKES.....	5
ARTICLE VI	DUES, CHECKOFF & AGENCY SHOP	6
ARTICLE VII	GRIEVANCE PROCEDURE	8
ARTICLE VIII	DISCIPLINE & DISCHARGE	10
ARTICLE IX	INSPECTION PRIVILEGE.....	11
ARTICLE X	STEWARDS.....	12
ARTICLE XI	WORK SCHEDULE.....	13
ARTICLE XII	OVERTIME	14
ARTICLE XIII	HOLIDAYS.....	17
ARTICLE XIV	VACATIONS	18
ARTICLE XV	PERSONAL DAYS	19
ARTICLE XVI	WAGES	20
ARTICLE XVII	SICK LEAVE	21
ARTICLE XVIII	FUNERAL LEAVE	23
ARTICLE XIX	INJURY LEAVE.....	24
ARTICLE XX	JURY DUTY.....	26
ARTICLE XXI	LEAVE OF ABSENCE.....	27
ARTICLE XXII	HEALTH INSURANCE	28
ARTICLE XXIII	SAFETY	29

ARTICLE	TOPIC	PAGE
ARTICLE XXIV	SENIORITY.....	30
ARTICLE XXV	HIRING EMPLOYEES/INTRODUCTORY PERIOD.....	31
ARTICLE XXVI	LAYOFF AND RECALL PROCEDURES.....	32
ARTICLE XXVII	PERSONNEL FILES	33
ARTICLE XXVIII	TRAINING & EDUCATION.....	34
ARTICLE XXIX	BULLETIN BOARDS	35
ARTICLE XXX	POSTING OF VACANCIES.....	36
ARTICLE XXXI	CREDIT UNION DEDUCTIONS & EMPLOYEES' SAVING	37
ARTICLE XXXII	UNIFORMS	38
ARTICLE XXXIII	TEMPORARY DISABILITY INSURANCE COVERAGE.....	39
ARTICLE XXXIV	ANNIVERSARY DATE	40
ARTICLE XXXV	MISCELLANEOUS	41
ARTICLE XXXVI	SEPARABILITY AND SAVINGS	42
ARTICLE XXXVII	FULLY BARGAINED AGREEMENT	43
	SCHEDULE "A"	44
	DURATION	48

ARTICLE I — PARTIES, PURPOSE, CONSIDERATIONS

- (A) THIS AGREEMENT is entered into this 3rd day of October, 2011 by and between the TOWNSHIP OF HAMILTON, in the County of Atlantic, a Municipal Corporation of the State of New Jersey, hereinafter called the "TOWNSHIP", and the HAMILTON TOWNSHIP INDEPENDENT UNION/TEAMSTERS UNION LOCAL 331, of 1 Philadelphia Avenue, Egg Harbor City, New Jersey 08215 affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehouseman and Helpers of America, hereinafter called the "UNION", represents the complete and final understanding on all bargainable issues between the Township and the Union.
- (B) WHEREAS, the parties hereto desire to establish the standards and hours of labor, rates of pay and other conditions under which the employees classified herein shall work for the Township during the life of this Agreement and thereby promote a relationship between the parties hereto providing for more harmonious cooperation and mutual benefits.
- (C) NOW, THEREFORE, in consideration of the performance and good faith by both parties, individually and collectively, of the terms and conditions of this Agreement, and intending to be legally bound thereby, the parties agreed to and with each other as follows:

ARTICLE II — RECOGNITION

- (A) The Township recognizes the Union as the sole and exclusive representative for the purpose of establishing salaries, wages, hours and other conditions of employment for all personnel under contract listed in the classifications herein, and for such additional classifications as the parties may later agree to include.
- (B) The bargaining unit shall consist of the following titles:

White Collar

Clerk I
Clerk II
Clerk III
Clerk IV
Clerk V
Clerk VI
Violations Clerk I
Violations Clerk II
Violations Clerk III
Violations Clerk IV
Violations Clerk V
Violations Clerk VI
Dispatcher I
Dispatcher II
Dispatcher III
Dispatcher IV
Dispatcher V
Head Dispatcher
Deputy Court Admin. I
Deputy Court Admin. II
Deputy Court Admin. III
Deputy Court Admin. IV
Deputy Court Admin. V
Deputy Court Admin. VI
TACO I
TACO II
TACO III
TACO IV
TACO V
TACO VI
Finance Clerk
Solid Waste & Recycling
Assistant
Dept. Support Assistant
Civilian Evidence Technician

Blue Collar

Custodian
Laborer
Truck Driver/Laborer I
Truck Driver/Laborer II
Truck Driver/Laborer III
Truck Driver/Laborer IV
Van Driver I
Van Driver II
Van Driver III
Assistant Mechanic
Mechanic I
Mechanic II
Mechanic III
Mechanic IV
Maintenance Assistant
Maintenance I
Maintenance II
Maintenance III
Maintenance IV
Equipment Operator I
Equipment Operator II
Equip. Operator III
Equip. Operator IV
Public Works Lead

ARTICLE III — MANAGEMENT RIGHTS

- (A) The Township of Hamilton hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and the United States, including, but without limiting the generality of the foregoing, the following rights:
- (B) The executive management and administrative control of the Township government and its properties and facilities and activities of its employees by utilizing the personnel, methods and means in the most appropriate and efficient manner possible as may from time to time be determined by the Township.
- (C) To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
- (D) The right of management to make such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety, and/or the effective operation of the Township after advance notice thereof to the Union.
- (E) To hire all employees, to promote, transfer, assign or retain employees in positions within the Township.
- (F) To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
- (G) To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive.
- (H) The Township reserves the right with regard to all other conditions of employment not reserved, to make such changes as it deems desirable and necessary for the efficient and effective operation of the Township.
- (I) In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of the policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by specific and express terms of this Agreement and then only to the extent specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and the United States.
- (J) Nothing contained herein shall be construed to deny or restrict the Township in the exercise of its rights, responsibilities and authority under N.J.S.A. 40A, or other national, state, county or local laws.

ARTICLE IV - EQUAL TREATMENT

- (A) The Township and the Union agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin, disability, or political affiliation.
- (B) The Township and the Union agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Township or the Union against any employee because of the employee's membership or non-membership or activity or non-activity in the Union.

ARTICLE V — STRIKES

- (A) The Township and the Union recognize the desirability of continuous and uninterrupted operation of all departments and the avoidance of disputes which threaten to interfere with such operation. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled, the parties have removed the basic cause for work interruptions during the terms of this Agreement. The Union accordingly agrees, during the term of this Agreement, that it will not, nor will any person acting on its behalf, cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence from their position, or stoppage of work or abstinence in whole or part, from full, faithful and proper performance of the employee's duties of employment) for any purpose whatsoever.
- (B) The above is interpreted that: the Union may be held liable for damages for "wildcat" strikes, unless the Union immediately disavows the strike in writing and notifies the strikers to return to work.
- (C) In the case of a strike, the Township may apply for an injunction against the Union.
- (D) The Union agrees that any strike is a breach of contract and that such act removes all impediment from and permits the Township to dismiss or otherwise discipline employees taking part in that breach of contract.
- (E) The Township will not lockout any of its employees during the term of this Agreement.

ARTICLE VI — DUES CHECK-OFF & AGENCY SHOP

- (A) The Township agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S.) 52:14-15.9e, as amended.
- (B) The check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and verified by the Finance Office, during the month following the filing of such card with the Township.
- (C) If during the life of this Agreement there shall be any change in the rate of membership dues, the Union shall furnish the Township with written notice thirty (30) days prior to the effective date of such change and shall furnish to the Township either new authorization from its members showing the authorized deduction for each employee or an official notification on the letterhead of the Union advising of such changed deduction.
- (D) The Union will provide the necessary "check-off authorization" form, and the Union will secure the signatures of its members on the forms and deliver the signed forms to the Chief Financial Officer.
- (E) Any such written authorization may be withdrawn at any time by the filing of such withdrawal with the Chief Financial Officer. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.
- (F) The Township agrees to deduct the fair share fee from earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative.
- (G) The deduction shall commence for each employee who elects not to become a member of the Union during the month following the written notice from the Union of the amount of the fair share assessment.
- (H) The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.
- (I) The Union, if there is a change in the cost of membership, shall provide advanced written notice to the Township and any non-member of such increase. Upon written request, any information necessary to compute or validate the fair share fee for services enumerated above will be forwarded to the Township or employee requesting same.
- (J) The Union hereby agrees to hold the Township harmless against any and all claims or suits, or any other liability occurring as a result of the implementation of this Article.

- (K) No employee covered under this Agreement shall begin employment until all required payroll forms, including dues authorization cards are signed and submitted to the finance office. Deductions for union dues will begin thirty (30) days after actual employment begins.

- (L) Upon receipt of written authorization from the employee for deductions from wages, the Township agrees to deduct from the wages of said employees their contribution to the Teamster Union Local 331 Political and Social Fund, or other similar organizations as may be requested by the Union. The Township will make deductions on a bi-weekly basis as provided in the authorization and will forward the amounts deducted to the Teamsters Local 331 Political and Social Fund, █ Philadelphia Avenue, Egg Harbor City, NJ 08215, on a bi-weekly basis. No such authorization shall be recognized if it is in violation of state or federal law. No deduction shall be made if it is prohibited by applicable law.

ARTICLE VII — GRIEVANCE PROCEDURE

- (A) The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of employment under this Agreement.
- (B) Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally in the presence of the Steward with any appropriate member of the Department.
 - (A) With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Union on behalf of an individual or group of employees, from the interpretation, application or violation of policies, agreements and administrative decisions affecting them.
 - (B) With respect to employee grievances, no grievances may proceed beyond Step 4 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement. Disputes concerning terms and conditions of employment controlled by statute or administrative regulations, incorporated by reference in this Agreement either expressly or by operation of law, shall not be processed beyond Step 4 herein.
- (C) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Township until such grievance and any effect thereof shall have been full determined.
- (D) The following constitutes the sole and exclusive method of resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent:

Step 1:

The aggrieved through the Union Steward shall institute action under the provisions hereof within ten (10) calendar days after the event giving rise to the grievance has occurred and the employee has or should have had knowledge thereof, and an earnest effort shall be made to settle the differences between the aggrieved employee and the Township, in an informal manner with their immediate Supervisor. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

Step 2:

If no agreement can be reached orally the Union may appeal the decision of the immediate Supervisor, in writing, to the Department Head, if appropriate, within three (3) working days thereafter. The written grievance at this Step shall contain the relevant facts and a summary of the proceeding oral discussion, the applicable section of the Agreement allegedly violated, and the remedy requested by the grievant. The Department Head shall respond, in writing, to the grievance within five (5) working days of the submission. If the grievant's

immediate Supervisor is the Department Head, then this step shall be bypassed.

Step 3:

If the Union wishes to appeal the decision of the Department Head, such appeal shall be presented in writing to Township Administrator within three (3) working days thereafter. This presentation shall include copies of all previous correspondence relating to the matter in dispute. If requested, the Township Administrator shall meet with the Business Agent. The Township Administrator shall respond, in writing, within ten (10) working days of its submission, or meeting whichever is later.

Step 4:

If the grievance is not settled through Steps 1, 2, or 3, either party shall have the right to submit the dispute for arbitration pursuant to the Rules and Regulations of the Public Employment Relations Commission within five (5) working days of the receipt of the response from the Township Administrator. The costs for the services of the arbitrator shall be borne equally by the Township and the Union. Any other expenses, including, but not limited to the presentation of witnesses, shall be paid by the parties incurring the same.

The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to them in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

- (E) Whenever any representative of the Union, or any employee, is scheduled by the parties during their working hours to participate in the grievance procedure, such employees shall suffer no loss in pay or benefits. There shall be no claim for overtime pay in the event the scheduled activity extends beyond the employee's normal work day.
- (F) The time limits expressed herein shall be strictly adhered to. If any grievance has not been initiated within the time limits specified, then the grievance shall be deemed to have been abandoned. If any grievance is not processed to the next succeeding step in the grievance procedure within the time limits prescribed hereunder, then the disposition of the grievance at the last preceding step shall be deemed to be conclusive. If a decision is not rendered by the Township within the time limits prescribed for decision at any step in the grievance procedure, then the grievance shall be deemed to be denied. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance at any step in the grievance procedure.

ARTICLE VIII - DISCIPLINE AND DISCHARGE

- (A) There shall be no discipline or discharge except for just cause.
- (B) Other than oral reprimands, the employee shall be furnished with a written copy of any disciplinary action taken, with reasons therefore. Copies of all disciplinary notices shall be given in the presence of the steward and a copy mailed to the Union.
- (C) The employee shall sign for the complaint against them as an acknowledgement of receipt, which signature shall not be deemed an admission of guilt or liability.
- (D) The parties recognize the concept of progressive discipline. Discipline may include any or all of the following:
 - (1) Verbal reprimand
 - (2) Written reprimand
 - (3) Minor Suspension without pay (five (5) days or less)
 - (4) Major Suspension without pay (six (6) days or more)
 - (5) Termination
- (E) The Township may utilize any or all of the above types of discipline depending upon the severity and/or the repetitive nature of the conduct to be disciplined.
- (F) Employees shall receive an employee interview with the employee's Department Head whenever disciplined and the employee's response recorded and placed in their personnel file.
- (G) Employees shall have the right to have a representative present at the employee's request at any and every step of the disciplinary procedure.

ARTICLE IX- INSPECTION PRIVILEGE

- (A) It is agreed that Union duties and activities will not be carried out during hours of work, except as provided for in this Agreement. Union official(s) shall have the right to enter the premises upon prior notice to the Township Administrator to satisfy themselves that this Agreement is being observed.
- (B) Upon reasonable notice to the Township, the Business Agent of the Union, their designated representatives or the Shop Steward, shall have the right to examine time sheets and other records pertaining to the computation of compensation or fringe benefits of any individuals whose pay is in dispute.

ARTICLE X – STEWARDS

- (A) The Township recognizes the right of the Union to designate one (1) shop steward and three (3) alternate shop stewards (the three (3) alternates would be one (1) for each division Blue-collar, White-collar and Communications). The Union shall notify the Township in writing of the names of the steward and alternates and advise in writing each and every time a change is made. The alternate will act only in the absence of the shop steward and in accordance with present practice.
- (B) The authority of the shop steward and alternate so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:
 - (1) The investigation and presentation of grievances in accordance with provisions of this Agreement.
 - (2) The collection of dues when authorized by the appropriate Union action.
 - (3) The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided, such messages and information have been reduced to writing or if not reduced to writing, are of a routine nature and do not involve work stoppages, slow down, refusal to handle goods, or any other interferences with the Township's business.
- (C) Shop stewards and alternates have no authority to take strike action, or any other action interrupting the Township's business.
- (D) The Township recognizes the limitations upon the authority of shop stewards and their alternates and shall not hold the Union liable for any unauthorized acts. The Township in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slow down or work stoppage in violation of the Agreement.
- (E) Stewards shall be permitted to investigate, present and process grievances on or off the property of the Township without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing weekly overtime. The steward shall investigate grievances in such a manner that does not interfere with the operations of the Township.
- (F) Stewards will be compensated for Union business, permitted by this Agreement, during working hours.

ARTICLE XI — WORK SCHEDULE

- (A) The regularly scheduled work week for all employees, unless otherwise specified herein, shall consist of five (5) consecutive days, Monday through Friday. The regularly scheduled work day for white-collar employees shall be scheduled at the Township's discretion, between the hours of 8:30 a.m. to 4:30 p.m., thirty-five (35) hours per week. The regularly scheduled work day for the blue-collar employees shall be scheduled at the Township's discretion, between the hours of 6:00 a.m. to 3:30 p.m., forty (40) hours per week.
- (B) Communication Dispatchers regularly scheduled workweek shall consist of four (4) on, two (2) off, and each day shall be eight and one-quarter (8.25) hours. The regular work schedule per year shall not be less than 2007 and shall not exceed 2013. The Township shall have the right to alter the starting and stopping times of each shift. No such changes will be made without having first discussed the need for such change with the Union's shop steward and/or business agent, except for emergency purposes.
 - (1) There shall be two (2) dispatchers on all shifts at all times.
 - (2) There shall be a two (2) hour call out time minimum for dispatchers.
- (C) Court personnel regularly scheduled work week shall consist of four (4) work days of eight and three-quarter (8-3/4) hours. All accrued time for Court personnel, including, but not limited to vacation, personal, sick, holiday and other leaves shall be based on a seven (7) hour workday. The Township reserves the right to amend or modify this schedule in the event of additional court dates or situations of an emergent nature.
- (D) White Collar Employees shall be entitled to one (1) ten (10) minute rest period during every three and one half (3.5) hour work period, court personnel every four (4.0) hour period. The rest period shall be considered time worked.
- (E) Each white collar employee shall be entitled to one (1) sixty (60) minute lunch period.
- (F) Dispatchers shall be entitled to take their rest period away from their work station, so long as another dispatcher is present and working at the work station; so long as they remain on the premises, and; so long as they are available for work, if required.
- (G) The regular starting time of work will not change without first having discussed such need with the shop steward and/or the business agent of the Union.
- (H) Blue Collar employees shall get one (1) fifteen (15) minute break on or about 9:45 am and one (1) forty-five (45) minute lunch period from 12:00 noon to 12:45 pm.

ARTICLE XII — OVERTIME

- (A) (1) Overtime shall be considered all time worked in excess of thirty-five (35) hours per week for white collar employees and forty (40) hours per week for blue collar employees and shall be compensated at the rate of one and one-half (1-1/2) times the employee's normal rate of pay. "Time worked" shall only include the following contractual time off: holidays, vacation days, personal days and compensatory time.
- (a) Public Works employees on call (required to carry pagers) shall be paid a minimum of two (2) hours per day, Saturday and Sunday shall be paid a minimum of two (2) hours at the weekend rate.
- (2) Employees entitled to overtime pay in accordance with Section (A)(1) shall receive overtime at the rate of one and one-half (1-1/2) times the employee's normal rate of pay for all work performed on a Saturday, and two (2) times the employee's normal rate of pay for all work performed on a Sunday and one and one-half (1-1/2) times the employee's normal rate of pay in addition to the employee's regular day's pay for all work performed on a holiday.
- (3) Scheduled overtime during an employee's regularly scheduled work week, Saturday, Sunday or holiday shall be subject to the "time worked" provision outlined in Section (A) (1). In addition, if an employee who works scheduled overtime during the regular work week or on Saturday, calls out "sick" the day following scheduled overtime, they shall only receive straight time pay for the hours worked. If an employee calls out "sick" after working scheduled overtime on a Sunday, they shall only receive overtime at the rate of one and one-half (1-1/2) times the employee's regular rate of pay in accordance with the Fair Labor Standards Act. If an employee calls out "sick" the day after working on a holiday, they shall only receive one-half (1/2) times the employee's regular day's pay in addition to the employee's regular day's pay in accordance with the Fair Labor Standards Act.
- (4) Emergency (non-scheduled) overtime shall not be subject to the "time worked" provisions of (A) (1) above. However, an employee calling out "sick" the day after performing emergency overtime shall not be penalized.
- (5) Section "(A)" shall not apply to dispatchers.
- (B) In lieu of overtime payments, employees may take compensatory time off at one and one half times (1-1/2) the overtime hours worked, subject to the approval of the Department Head and Township Administrator. Compensatory time must be taken in a minimum of one (1) hour increments.
- (1) Employees must advise their Department Head in writing within two (2) weeks of overtime approval if they wish to take such time off.
- (2) If compensatory time is approved, it shall be taken on a time and a half basis (1-1/2) for each hour actually worked beyond thirty-five (35) hours and forty (40) hours per week, as applicable to (A)(1) above.

- (3) The Township reserves the right to reject any requests for compensatory time off and to compensate employees directly for overtime work performed at the rate of one and one-half (1 1/2) times the employee's regular rate of pay.
 - (4) All compensatory time off must be approved by the Department Head and the Township Administrator.
 - (5) Employees shall notify the Department Head within twenty-four (24) hours, or one (1) working day, of having worked overtime as to whether said employee desires to take overtime in payment or in compensatory time off. Within forty-eight (48) hours, or two (2) working days, thereafter the employee shall be notified if they are able to accrue the overtime as compensatory time.
- (C) Overtime work shall be distributed as equally as possible among all members of the bargaining unit.
 - (D) The Township shall provide a list of employees and overtime worked upon the reasonable request of the Union.
 - (E) Overtime shall be paid currently or at least no later than the second pay period after the overtime was performed.
 - (F) No employee shall have their work day or work week changed for the purpose of avoiding overtime.
 - (G) During prolonged periods of overtime, employees shall be granted one (1) ten (10) minute paid rest period after the first two (2) hours of overtime, one thirty (30) minute paid rest period following four (4) consecutive hours of overtime, and one (1) additional ten (10) minute paid rest period following the sixth (6th) hour of overtime.
 - (H) If an employee is called in to work, they shall receive a minimum of two (2) hours overtime pay at the rate of one and one-half (1-1/2) times the employee's regular base rate of pay, so long as said recall is not contiguous with the employee's regular work shift. The Township has the right to require the employee to work the entire two (2) hour period.
 - (I) If possible, employees shall be notified three (3) days in advance with respect to possible overtime, if no one signs up, Township can assign in reverse order of seniority. If overtime is not necessary after such notification, there shall be no compensation. In the event of an emergency, advance notification is not necessary.
 - (J) Any employee required to report for work when the Township or Governor declares a state of emergency that encompasses the Township of Hamilton shall be paid one and one half times (1-1/2) the hourly rate of the job for all hours worked outside their normal work schedule. If a dispatcher works any hours that are during a Township or State declared "State of Emergency" that encompasses the Township of Hamilton they will receive overtime for hours worked outside their normal work schedule. If for some reason the Clerical employees are sent home during normal work hours and dispatchers or PW employees are required to continue working they receive compensation time at one (1) hour for one (1) hour, for each hour they had to work that the clerical employees had off.

- (K) Dispatchers shall receive one and one half (1-1/2) times the hourly rate for any hours they worked that other municipal employees are given time off due to emergency or unusual circumstances.
- (L) Dispatchers will only be allowed to accumulate a maximum of eighty (80) hours of Comp Time. Whether overtime will be compensated in overtime pay or Comp Time remains at the Employer's discretion.
- (M) Dispatchers shall receive OT (time and a half) for each hour they are assigned by the Employer to train a new Dispatcher.

ARTICLE XIII — HOLIDAYS

- (A) The Township shall designate thirteen and one-half (13-1/2) official Township holidays each year.

New Year's Day	Independence Day	Thanksgiving Day
Martin Luther King Day	Labor Day	Friday after Thanksgiving
Presidents' Day	Columbus Day	½ Day Christmas Eve
Good Friday	General Election Day	Christmas Day
Memorial Day	Veterans' Day	

- (B) Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays which fall on Sunday shall be celebrated on the following Monday. Holidays which fall within an employee's vacation period shall be credited as a Holiday and employee's vacation period shall not be charged for a vacation day.
- (C) Any other holiday appointed, ordered or created by the Township will also become a holiday for the employees covered by this Agreement. Any other day off given to other municipal employees due to emergency or unusual circumstances, (i.e., snow storms, hurricanes, air conditioning failure during summer, heating failure during winter, etc.) shall not be considered a holiday pursuant to this Article, and the employees covered by this Agreement shall not be entitled to an additional day off.
- (D) (1) In recognition of the continuous operation of the dispatch operation, all dispatchers shall receive thirteen and one-half (13-1/2) days off in lieu of the official Township holidays.
- (2) Upon prior notice and approval of the Department Head, an employee shall be permitted to schedule and take their holidays at any time during the calendar year, so long as the schedule and staffing requirements permit.
- (3) An employee shall be paid for all unused holiday, except one (1) during the first pay period in December. Pay for the remaining unused holiday shall be paid in the first pay period after Christmas, so long as neither Christmas nor any other day between the first pay in December and the first pay period after Christmas is used as a holiday.
- (4) If an employee is scheduled to work on any of the official Township holidays, as enumerated in Paragraph (A), and the employee schedules a day off on that day, the day off shall be considered as a holiday, and cannot be considered as compensatory time off or a vacation day.
- (5) If one of the official holidays as enumerated in Paragraph (A) falls during an employee's scheduled vacation, where said vacation is of a duration of five (5) consecutive days, that day off will count as a vacation day and not a holiday. If a holiday falls during an employee's scheduled vacation where said vacation is of a duration less than five (5) consecutive days, said day off shall count as a holiday.
- (6) If an employee is sick on a holiday, it shall count as a sick day. The Township has the right to require verification by a physician of sick leave taken on a holiday.
- (7) Dispatchers that work holidays shall be paid one and one half (1-1/2) times the hourly rate of the job.

ARTICLE XIV — VACATIONS

- (A) All bargaining unit employees, during their first six (6) months of employment shall be entitled to one-half (1/2) working day of vacation for each month of service. Thereafter, they shall be entitled to a paid vacation according to the following schedule:

<u>Years of Service</u>	<u>Vacation Days</u>
Beginning the 7th month to 4 years:	1 day per month
Beginning the 5th year:	1.5 days per month
Beginning the 10th year:	20 days
Beginning the 15th year:	22 days
Beginning the 20th year:	24 days

All vacations will be available January 1 of each year. Employees quitting or terminated will have their last pay adjusted, if such employee has used more vacation than entitled to for that year in order to repay the Township.

- (B) An employee shall not receive advance vacation pay without the accrued employment time.
- (C) An employee may apply for special advance pay when going on vacation of five (5) days or more by submitting a request, in writing, to their Department Head at least thirty (30) days in advance of desired prepay date. Upon approval of the Department Head, said request shall be forwarded to the Finance Office. (Must be at least one (1) full period prior to prepay date requested).
- (D) Employees may accumulate vacation days from one year to the next in an amount equal to that year's entitlement.
- (E) An employee who terminates their employment with the Township, or whose employment is terminated by the Township shall be entitled to vacation time and/or vacation pay on a pro-rata basis.
- (F) Vacation days must be taken in a minimum of one half (1/2) day increments, except in case of emergency with prior authorization of the Department Head. Request for the use of vacation days must be submitted to the Department Head, in writing, five (5) working days in advance.
- (G) The use of vacation days may be denied by the Department Head in the event that the best interest of the Township would be adversely affected by the granting of said request. Vacation so denied shall be rescheduled within a reasonable period of time.
- (H) Vacation leave will not accrue if an employee is absent for more than fifty (50%) percent of their scheduled work days in any given month due to disciplinary suspension, or leave of absence with or without pay. The term "leave of absence" shall not include other approved time off (e.g. vacation leave, holidays, sick leave, family leave, etc.). Accrued and unused vacation leave may be used to supplement sick leave if the employee has exhausted sick leave accruals.

ARTICLE XV – PERSONAL DAYS

- (A) Each employee covered by this Agreement shall be entitled to two (2) personal days per year of this Agreement. Other than emergent circumstances, an employee shall notify the immediate Supervisor that it is his intention to utilize said personal days at least one (1) day (twenty-four (24) hours) in advance. An employee shall not be entitled to compensation for any unused personal days, but said personal days shall be added to the employee's accumulated sick leave.
- (B) Personal days shall be taken in a minimum of one-half (1/2) day increments.
- (C) An employee who terminates their employment with the Township, or whose employment is terminated by the Township shall be entitled to personal time and/or pay on a pro-rata basis.
- (D) All employees shall be entitled to one (1) additional personal day in lieu of their birthday.
- (E) Personal days may be denied by the Department Head/Supervisor in the event that the best interest of the Township would be adversely affected by the granting of the request. Said personal day so denied shall be rescheduled within a reasonable period of time.

ARTICLE XVI – WAGES

- (A) Effective January 1, 2012, all bargaining unit employees shall receive a (0%) salary increase in accordance with attached Schedule A.
- (B) Effective January 1, 2013, all bargaining unit employees shall receive a (0%) salary increase in accordance with attached Schedule A.
- (C) Effective January 1, 2014, all bargaining unit employees shall receive a (0%) salary increase in base salary in accordance with attached Schedule A.

NOTE: On January 1, 2014 this agreement will be subject to a limited reopening if the PBA receives a 2% or more pay increase. The reopening shall be limited to negotiating a possible wage increase up to 2%.

- (D) Dispatch Shift Differential will be one dollar (\$1.00) per hour for Midnight to 8:00 am shift and 50 cents (\$0.50) per hour for 4:00 pm to Midnight shift.
- (E) Public Works Leads who are assigned on-call status by the Department Head shall be compensated in accordance with the following chart. The following amounts are total annual amounts, paid out in December; it is further assumed that all Public Works Leads work the same amount of on-call shifts. If, because of sick leave, leaves of absence, workers compensation or any other reasons, certain Public Works Leads do not work the same amount of on-call shifts, than the employer is authorized to pro-rate the annual amount to ensure that the Leads who are actually working the on-call shifts are receiving the on-call money.

On-Call Pay

<u>2012</u>	<u>2013</u>	<u>2014</u>
\$1,738	\$1,738	\$1,738

ARTICLE XVII- SICK LEAVE

- (A) "Sick leave" is hereby defined to mean absence from post or duty by an employee by reason of personal illness, accident or exposure to contagious disease.
- (B) An employee who is absent for reasons that entitle them to sick leave shall notify their supervisor promptly, but not later than one-half (1/2) hour before the employee's usual reporting time that they intend to utilize a sick day.
- (C) All sick leave will be available January 1 of each year. (1¼) days per month = 15 days per year. Employees quitting or terminated will have their last pay adjusted, if such employee has used more sick leave than entitled to for that year in order to repay the Township.
- (D) An employee's supervisor may, at any time, require proof of illness of an employee on sick leave through the Township physician and at the Township's expense, whenever such a requirement appears reasonable to the supervisor.
- (E) If an employee shows a pattern of abuse, a certificate of a reputable physician may be required/requested after three (3) consecutive days at the employee's expense.
- (F) Sick leave must be taken in a minimum of one-half (1/2) day increments.
- (G) In cases of leaves of absence ordered by the Atlantic County Health Department due to exposure to contagious disease, a certificate from the County Health Department shall be required before the employee may return to work. If the exposure to the contagious disease happened while the employee was on duty, time lost will not apply to sick leave or any loss of pay.
- (H)
 - (1) Employees hired prior to January 1, 1998 upon retirement, total disability or death of an employee with ten (10) years of consecutive Township service covered under this Agreement, the Township will pay said employee or their estate the lesser of the following amounts:
 - (a) An amount equal to the total number of accrued sick days multiplied by the employee's regular daily salary at time of retirement, total disability or death;
 - OR
 - (b) A lump sum of ten thousand dollars (\$10,000.00) for employees with ten (10) to fifteen (15) years of consecutive service with the Township of Hamilton.
 - (2) Employees hired prior to January 1, 1998 upon retirement, total disability or death of an employee with fifteen (15) years of consecutive Township service covered under this Agreement, the Township will pay said employee or their estate the lesser of the following amounts:

- (a) An amount equal to the total number of accrued sick days multiplied by the employee's regular daily salary at time of retirement, total disability or death.

OR

- (b) A lump sum of fifteen thousand dollars (\$15,000.00) for employees with fifteen (15) years or more of consecutive service with the Township of Hamilton.

- (I) This payment for accrued sick days will be made within one (1) year from the date upon which the Township is given written notice of the employee's retirement.
- (J) If an employee is absent from work for more than fifty percent (50%) of his scheduled work days in any given month due to disciplinary suspension or a leave of absence with or without pay, said employee shall not accrue sick leave for that month. The term "leave of absence with or without pay" shall not apply to any other contractual time off (i.e. sick leave, injury leave, vacation leave, holiday leave, etc.)

ARTICLE XVIII — FUNERAL LEAVE

- (A) In the event that an employee's spouse, parent, child, foster child, adopted child, stepchild, brother, sister or grandparents dies, the employee shall be entitled to five (5) days funeral leave, which must be taken on consecutive work days, and which must commence between the day of death and the day of the funeral.
- (B) In the event that an employee's parent-in-law, daughter-in-law, or son-in-law dies, the employee shall be entitled to three (3) days funeral leave, which must be taken on consecutive work days, and which must commence between the day of death and the day of the funeral.
- (C) The Department Head and/or the Administrator may grant an employee one (1) leave day for the death of any other member of the employee's family. The granting of the day, in accordance with this Section, shall only be for the day of the funeral.

ARTICLE XIX — INJURY LEAVE

- (A)
 - (1) In the event an employee becomes disabled by reason of service-connected injury or illness and is unable to perform their duties, then, in addition to any sick leave benefits otherwise provided for herein, they may be entitled to full pay for a period of up to one (1) year.
 - (2) If an employee returns to work from injury leave for less than one (1) year, they may return to injury leave for the same injury for an additional period of time which, when added to the initial period of injury leave, totals no more than one (1) year.
 - (3) When an employee returns from injury leave, they shall be entitled to a new period of injury leave for a period of up to one (1) year if the employee submits a new injury claim due to an independent event causing re-injury or a new injury.
- (B)
 - (1) When an employee requests injury leave, they shall be placed on "conditional injury leave" until a determination of whether or not an injury or illness is work related and the employee is entitled to injury leave is initially made by the Township's Workers Compensation carrier, with the final determination, if necessary, to be made by the Worker's Compensation Bureau or Court. When and if it is finally determined that the injury or illness is not work related and that the employee is not entitled to job injury compensation, the employee shall be denied injury leave and shall have all time off charged against their accumulated sick time and, if necessary, against any other accumulated leave time. If the employee does not have enough accumulated time off, they shall be advanced sick time to cover the absence. If the employee leaves the employ of the Township prior to reimbursing the Township for such advanced time, the employee shall be required to reimburse the Township for such advanced time.
 - (2) When an employee is granted either "conditional injury leave" or "injury leave", the Township's sole obligation shall be to pay the employee the difference between their regular pay and any compensation, disability or other payment received from other sources provided by the Township. At the Township's option, the employee shall either surrender and deliver any compensation, disability or their payments to the Township and receive their entire salary payment, or the Township shall pay the difference.
- (C) Any employee who is injured, whether slight or severe, while working, must make an immediate report within two (2) hours thereof to the immediate supervisor.
- (D) It is understood that the employee must file an injury report with the immediate supervisor so that the Township may file the appropriate Worker's Compensation Claim. Failure to report said injury may result in the failure of the employee to receive compensation under this Article.

- (E) The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that they are unable to work, and the Township may reasonably require the employee to present such certificate from time to time.
- (F) If the Township does not accept the certificate of the physician designated by the insurance carrier, the Township shall have the right, as its own cost, to require the employee to obtain a physical examination and certification of fitness by a physician appointed by the Township.
- (G) In the event the Township-appointed physician certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated, unless the employee disputes the determination of the Township-appointed physician. Then the Township and the employee shall mutually agree upon a third physician who shall examine the employee. The cost of the third physician shall be borne equally by the Township and the employee. The determination of the third physician as to the employee's fitness to return to duty shall be final and binding upon the parties. In the event the third physician also certifies the employee fit to return to duty, injury leave benefits granted under this Article shall be terminated.
- (H) If the Township can prove that an employee has abused their privileges under this Article, the employee will be subject to disciplinary action by the Township, up to and including termination.

ARTICLE XX — JURY DUTY

- (A) Any regular full-time employee who loses time from their job because of jury duty as certified by the Clerk of the Court shall be paid by the Township the difference between their daily base rate of pay (up to a maximum of the normal number of hours per day) and the daily jury fee subject to the following conditions:
- (1) The employee must notify their supervisor immediately upon receipt of the summons for jury service.
 - (2) The employee has not voluntarily sought jury service.
 - (3) The employee submits adequate proof the time served on the jury and the amount received for such service.
 - (a) If an employee is able to return to work that day, the employee will be allowed to take their normal lunch period.

ARTICLE XXI - LEAVE OF ABSENCE

- (A) Employees who have been granted a medical leave of absence in connection with a compensable job related injury will continue to be covered under the Medical Benefits Program of the Township, and the Township will pay the insurance premiums during such medical leave of absence.
- (B) All employees shall also be entitled to the benefits provided pursuant to the Family Leave Act.

ARTICLE XXII- HEALTH INSURANCE

- (A) The Township shall provide employees with standard health, major medical and dental/eye/prescription consistent with the NJ State Health Benefits Plan. In no event will the above coverage be changed unless equivalent or improved plans are obtained by the Township.
- (B) The Township shall have the right to change insurance carriers, including self-insurance, so long as the Union is given prior notice of the change, and so long as equivalent or better benefits are provided.
- (C) The Township agrees to offer upgraded Dental Plan options for those employees who wish to pay an additional amount of five dollars (\$5.00) per month. The upgraded plan will increase the following:
 - Remaining Basic from sixty-five percent (65%) to eighty percent (80%)
 - Annual Maximum from one thousand two hundred dollars (\$1,200) to two thousand dollars (\$2,000)
- (D) Employees shall pay, via payroll deduction, toward the cost of medical and prescription benefits as required by state law.
- (E) The twenty-four (24)-month vision plan is included by the employer as standard coverage; employees are permitted to upgrade to the twelve (12)-month plan for two dollars and fifty cents (\$2.50) per pay.

ARTICLE XXIII— SAFETY

- (A) The Township shall at all times maintain safe and healthful working conditions.
 - (1) The dispatchers shall have a clean work environment (Air Ducts, etc.)
- (B) The Township will provide Public Works employees with steel tipped boots (up to two (2) pairs) per year or pay up to one hundred and twenty-five dollars (\$125.00) per pair towards the purchase of same, at the discretion of the Employer.
- (C) The Township shall, when requested, provide a police escort for an employee carrying monies of the Township to any bank, subject to the following criteria:
 - (1) There are sufficient Police personnel available.
 - (2) A policy is established whereby office sages will be utilized to avoid unnecessary or excessive numbers of requests for escort services.
 - (3) Escort services shall not be requested for deposits of minimal amounts.

ARTICLE XXIV — SENIORITY

- (A) Seniority is defined as an employee's total length of unbroken service with the Township, beginning with their original date of hire as a full time employee.
- (B) The Township shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and pay rate of each employee covered by this Agreement, and the Township shall furnish copies of the same to the Union upon reasonable request.
- (C) Promotions will be based upon seniority, job performance and ability to do the job based on classification.
- (D) Where the nature of the work involved requires continuous operations on a twenty-four (24) hour per day basis, employees so assigned will be given preference of shifts in accordance with their seniority, consistent with the needs of the department. Such preference will be exercised only when vacancies occur or when for other reasons changes in the number of employees per shift are being made.

ARTICLE XXV — HIRING EMPLOYEES/INTRODUCTORY PERIOD

- (A) The Township and the Union agree that whenever there is a newly hired employee, there shall be a one (1) year introductory period.
- (B) The Township Finance Office, upon the request of the Union, shall furnish a list of all changes, as it relates to the bargaining unit, during the previous month.
- (C) Any employee hired after December 31, 2011, as a Step 1 Blue Collar employee must obtain a CDL-A license by the end of their introductory period as a condition of continued employment. Additionally, any Step 1 Blue Collar employee hired prior to January 1, 2012 must possess a CDL-A license before a move to Step 2 can be authorized.

ARTICLE XXVI — LAYOFF AND RECALL PROCEDURES

- (A) Layoff notices shall be given to all employees at least thirty (30) days in advance of the layoff. The Union shall have the right to discuss the layoff with the Township Administrator.
- (B) In the event layoffs and/or demotions (related to reducing cost) are required, employees shall be laid off based on seniority and job performance.
- (C) Bumping:
 - 1. When an employee who loses their permanent job has seniority, they may be eligible to bump a less-senior employee.
 - 2. In order to exercise bumping rights, an employee must notify the Township Administrator in writing within three (3) working days from the time they are notified that they are losing their original permanent job, indicating they intend to exercise their bumping rights.
 - 3. Bumping rights are limited as follows:
 - a. Within Job Classifications (as outlined in SCHEDULE A)
 - i. Bumping within the same Job Classifications is permitted based on seniority and ability to perform the job. For the purposes of this Article, Clerks and Violation Clerks are considered the same job classification.
 - b. Outside of Job Classifications (as outlined in SCHEDULE A)
 - i. Bumping outside a Job Classification may be permitted if the laid off employee has seniority, and can demonstrate to the Township that they are equally or more qualified to perform the duties of the position they seek to bump into than the employee currently serving in that position. The determination of these qualifications shall be the sole discretion of the Township.
- (D) Employees will remain on the recall list for two (2) years from the date of their lay-off, and during that time shall be recalled before any individual is hired to fill a position for which a laid-off employee is qualified.
- (E) Recall of employees shall be made in the inverse order of layoff.

ARTICLE XXVII — PERSONNEL FILES

- (A) A personnel file shall be established and maintained for each employee covered by this Agreement. Such files are confidential records and shall be maintained by the Township, and may be used for evaluation purposes by the appropriate Township official.
- (B) Upon advance notice and at reasonable times, any employee may review his personnel file. However, this appointment for review must be made through the Department Head or their designated representative.
- (C) Whenever a written complaint concerning an employee or their actions is to be placed in their personnel file, a copy shall be made available to the employee and they shall be given the opportunity to rebut it if they so desire and they shall be permitted to place said rebuttal in their file.
- (D) All personnel files will be carefully maintained and safeguarded permanently and nothing placed in any files shall be removed therefrom. Removal of any material from a personnel file by any employee shall subject that employee to appropriate disciplinary action. This sub-section does not prohibit the removal of disciplinary documents from a personnel file if the original document itself called for its own removal following a specified period of time.

ARTICLE XXVIII — TRAINING & EDUCATION

- (A) Employees will be reimbursed for Educational Training Courses they are required to take by the Employer upon prior approval of the Township Administrator.
- (B) Training must be related to the required skill or education of the employee's current position.
- (C) Reimbursement:
 - (1) Employees shall be reimbursed for the cost of training and upon successful completion with a "B" average or above, or a certificate of completion of the course if no grade is given.
 - (2) If an employee wishes to keep the textbooks from the course, the employee shall be responsible for the cost of the textbooks.
 - (3) If the employee provides the Township with the course textbooks in good and useable condition, the Township shall reimburse the employee for the cost of said textbooks.
- (D) The Township shall pay "up front" all costs for courses for which the employee is mandated by the Township to attend.
- (E) College Incentive: Any member who possesses an Associates Degree or a Bachelor's Degree by December 31st of each contract year shall be entitled to the following incentive:

	<u>2012</u>	<u>2013</u>	<u>2014</u>
Associates Degree =	\$1,159	\$1,159	\$1,159
Bachelor's Degree =	\$1,738	\$1,738	\$1,738

The College Incentive will be paid annually upon proof of accomplishment. This incentive is an annual payment and will not be part of base pay or overtime calculation. The CFO shall have thirty (30) days from submission of written request/proofs to make payment to the employee.

ARTICLE XXIX — BULLETIN BOARDS

- (A) The Township agrees to furnish a bulletin board in the work area to be used by the Union for the posting of notices related to meetings and official business of the Union only.
- (B) Only material authorized by the signature of the Union President, Business Agent, Steward or Alternate shall be permitted to be posted on said bulletin board.
- (C) The Township may have removed from the bulletin board any material that does not conform with the intent of the above provisions of this Article.

ARTICLE XXX — POSTING OF VACANCIES

- (A) Whenever a vacancy occurs in existing positions or in newly created positions, the Township agrees to post said vacancy on the bulletin board, but reserves the right to seek outside applicants. The Township shall have the authority to hire individuals above entry level for any bargaining unit classification based on prior experience and skill level, so long as the new positions level is not higher than those presently holding the same or similar position.
- (B) Promotions shall be made at the discretion of the Township. Criteria for promotions shall include qualification, performance, and any other criteria determined at the discretion of the Township. If, in the discretion of the Township, two (2) or more employees are equally eligible for said promotion, seniority shall be the determining factor. The Township shall not arbitrarily or capriciously apply the criteria for promotion.

ARTICLE XXXI — CREDIT UNION DEDUCTIONS & EMPLOYEE SAVING PLAN

- (A) The Township agrees to deduct the monthly credit union deductions from the pay of those employees who request, in writing, that such deductions be made.
- (B) The Township shall transmit said deductions to the financial institution.

ARTICLE XXXII — UNIFORMS

- (A) All employees covered under this Agreement shall report for work dressed in attire appropriate for the tasks normally performed.
- (B) Dispatchers will receive eight (8) shirts each. The Union will participate in selecting the shirts.
- (C) For Dispatchers and Public Works employees and for any other employees for whom the Employer purchases uniforms, the following policy will apply: Employees not wearing the Township-purchased uniform items as mandated by the Department Head shall be sent home without pay and shall receive progressive discipline. This will not take effect or be enforced until the proper clothing articles are received by the employees.

**ARTICLE XXXIII –
TEMPORARY DISABILITY INSURANCE COVERAGE**

- (A) The Township agrees to maintain a program to provide Temporary Disability Insurance under the Disability Insurance Service of the New Jersey Department of Labor.
- (B) This program shall provide in accordance with state guidelines, a maximum of twenty-six (26) weeks of coverage. All costs of this program shall be allocated in accordance with state guidelines for program administration.

ARTICLE XXXIV -- ANNIVERSARY DATE

- (A) For the purpose of this Agreement, all annual adjustments, except salary adjustments and personal days, applicable to this Agreement shall be measured from the beginning of the month following the anniversary date of the employee's date of employment, rather than on a calendar year basis.

ARTICLE XXXV — MISCELLANEOUS

- (A) Public Works — During emergency operations, including (but not limited) to snow removal/salting/sanding operations, or any other emergency event approved by the Township Administrator, the Township will issue an eight dollar (\$8.00) meal voucher for each consecutive four (4) hours worked.

ARTICLE XXXVI — SEPARABILITY AND SAVINGS

- (A) If any clause or provision of the Agreement is deemed illegal and/or invalid through a court decision or legislation, that clause or provision shall become null and void. All other clauses and provisions of this Agreement shall not be affected, and shall remain in full force and effect.
- (B) If any clause or provision of this Agreement is deemed illegal and/or invalid, the Township and the Union, upon the request of either party, shall meet and discuss the clause or provision in question. Neither the Township nor the Union shall be obligated to agree to a modified, alternate, or replacement clause or provision.

ARTICLE XXXVII — FULLY BARGAINED AGREEMENT

- (A) This agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues that were or could have been subject to negotiations.
- (B) The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- (C) The Township and the Union, for the life of this Agreement, each voluntarily waive all bargaining rights, and each agrees that the other shall not be obligated to bargain or negotiate with respect to any matter or subject not specifically referred or covered in this Agreement, even though each subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- (D) This Agreement may be modified in whole or in part by the parties by an instrument, in writing only, executed by both parties.
- (E) It is the intent of the parties that the provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. The Township and the Union, for the life of this Agreement, hereby waive any rights to requests or negotiate or bargain with respect to any matters contained in this Agreement. It is mutually understood that this clause is a clear waiver as to any right or claim not expressed in this Agreement, except as provided under law.

SCHEDULE A

A. Classification and Wages

Clerk I (Entry level)	\$26,719.07	\$26,719.07	\$26,719.07	\$26,719.07
Clerk II (Prior experience or 2 yrs as Clerk I)	\$28,125.53	\$28,125.53	\$28,125.53	\$28,125.53
Clerk III (Prior experience or 2 yrs as Clerk II)	\$29,531.99	\$29,531.99	\$29,531.99	\$29,531.99
Clerk IV (Prior experience or 3 yrs as Clerk III)	\$30,938.44	\$30,938.44	\$30,938.44	\$30,938.44
Clerk V (Prior experience or 4 yrs as Clerk IV)	\$33,751.36	\$33,751.36	\$33,751.36	\$33,751.36
*Clerk VI (Prior experience or 5 yrs as Clerk V)	\$35,156.61	\$35,156.61	\$35,156.61	\$35,156.61
Violations Clerk I (Entry level)	\$27,733.64	\$27,733.64	\$27,733.64	\$27,733.64
Violations Clerk II (Prior experience or 2 yrs as VCI)	\$29,140.10	\$29,140.10	\$29,140.10	\$29,140.10
Violations Clerk III (Prior experience or 2 yrs as VCII)	\$30,546.56	\$30,546.56	\$30,546.56	\$30,546.56
Violations Clerk IV (Prior experience or 3 yrs as VCIII)	\$31,953.01	\$31,953.01	\$31,953.01	\$31,953.01
Violations Clerk V (Prior experience or 4 yrs as VCIV)	\$34,764.73	\$34,764.73	\$34,764.73	\$34,764.73
*Violations Clerk VI (Prior experience or 5 yrs as VCV)	\$36,171.18	\$36,171.18	\$36,171.18	\$36,171.18
Deputy Court Admin. I (Entry level)	\$32,046.78	\$32,046.78	\$32,046.78	\$32,046.78
Deputy Court Admin. II (Prior experience or 2 yrs as DCA I)	\$34,751.50	\$34,751.50	\$34,751.50	\$34,751.50
Deputy Court Admin. III (Prior experience or 2 yrs as DCA II)	\$37,456.23	\$37,456.23	\$37,456.23	\$37,456.23
Deputy Court Admin. IV (Prior experience or 3 yrs as DCA III)	\$40,159.75	\$40,159.75	\$40,159.75	\$40,159.75
Deputy Court Admin. V (Prior experience or 4 yrs as DCA IV)	\$42,864.47	\$42,864.47	\$42,864.47	\$42,864.47
*Deputy Court Admin. VI (Prior experience or 5 yrs as DCA V)	\$45,569.20	\$45,569.20	\$45,569.20	\$45,569.20
TACO I (Entry level)	\$32,046.78	\$32,046.78	\$32,046.78	\$32,046.78
TACO II (Prior experience or 2 yrs as TACO I)	\$34,751.50	\$34,751.50	\$34,751.50	\$34,751.50
TACO III (Prior experience or 2 yrs as TACO II)	\$37,456.23	\$37,456.23	\$37,456.23	\$37,456.23
TACO IV (Prior experience or 3 yrs as TACO III)	\$40,159.75	\$40,159.75	\$40,159.75	\$40,159.75

TACO V (Prior experience or 4 yrs as TACO IV)	\$42,864.47	\$42,864.47	\$42,864.47	\$42,864.47
*TACO VI (Prior experience or 5 yrs as TACO V)	\$45,569.20	\$45,569.20	\$45,569.20	\$45,569.20
Finance Clerk I (Entry level)	\$29,969.55	\$29,969.55	\$29,969.55	\$29,969.55
Finance Clerk II (Prior experience or 2 yrs as FCI)	\$31,376.01	\$31,376.01	\$31,376.01	\$31,376.01
Finance Clerk III (Prior experience or 2 yrs as FCII)	\$32,782.46	\$32,782.46	\$32,782.46	\$32,782.46
Finance Clerk IV (Prior experience or 3 yrs as FCIII)	\$34,188.92	\$34,188.92	\$34,188.92	\$34,188.92
Finance Clerk V (Prior experience or 4 yrs as FCIV)	\$37,000.63	\$37,000.63	\$37,000.63	\$37,000.63
*Finance Clerk VI (Prior experience or 5 yrs as FCV)	\$38,407.09	\$38,407.09	\$38,407.09	\$38,407.09
Solid Waste & Recycling Assistant I (Entry level)	\$30,052.50	\$30,052.50	\$30,052.50	\$30,052.50
Solid Waste & Recycling Assist. II (Prior exp. or 2 yrs as SW&RAI)	\$31,458.96	\$31,458.96	\$31,458.96	\$31,458.96
Solid Waste & Recycling Assist. III (Prior exp. or 2 yrs as SW&RAII)	\$32,865.41	\$32,865.41	\$32,865.41	\$32,865.41
Solid Waste & Recycling Assist. IV (Prior exp. or 3 yrs as SW&RAIII)	\$34,271.87	\$34,271.87	\$34,271.87	\$34,271.87
Solid Waste & Recycling Assist. V (Prior exp. or 4 yrs as SW&RAIV)	\$37,083.58	\$37,083.58	\$37,083.58	\$37,083.58
*Solid Waste & Recycling Assist. VI (Prior exp. or 5 yrs as SW&RAV)	\$38,490.04	\$38,490.04	\$38,490.04	\$38,490.04
Department Support Assistant I (Entry level)	\$29,319.21	\$29,319.21	\$29,319.21	\$29,319.21
Department Support Assistant II (Prior experience or 2 yrs as DSAI)	\$30,725.67	\$30,725.67	\$30,725.67	\$30,725.67
Department Support Assistant III (Prior experience or 2 yrs as DSAII)	\$32,133.33	\$32,133.33	\$32,133.33	\$32,133.33
Department Support Assistant IV (Prior experience or 3 yrs as DSAIII)	\$33,538.58	\$33,538.58	\$33,538.58	\$33,538.58
Department Support Assistant V (Prior experience or 4 yrs as DSAIV)	\$36,350.30	\$36,350.30	\$36,350.30	\$36,350.30
*Department Support Assistant VI (Prior experience or 5 yrs as DSAV)	\$37,757.95	\$37,757.95	\$37,757.95	\$37,757.95
Civilian Evidence Technician I (Entry level)	\$39,687.08	\$39,687.08	\$39,687.08	\$39,687.08
Civilian Evidence Technician II (Prior experience or 2 yrs as CETI)	\$41,823.65	\$41,823.65	\$41,823.65	\$41,823.65
Civilian Evidence Technician III (Prior experience or 2 yrs as CETII)	\$43,851.45	\$43,851.45	\$43,851.45	\$43,851.45
Civilian Evidence Technician IV (Prior experience or 2 yrs as CETIII)	\$46,044.27	\$46,044.27	\$46,044.27	\$46,044.27
*Civilian Evidence Technician V (Prior experience or 3 yrs as CETIV)	\$48,347.11	\$48,347.11	\$48,347.11	\$48,347.11

Van Driver I (Entry level-Valid DL)	\$32,344.90	\$32,344.90	\$32,344.90
Van Driver II (Prior experience or 2 yrs as Van Driver I)	\$33,669.61	\$33,669.61	\$33,669.61
*Van Driver III (Prior experience or 3 yrs as Van Driver II)	\$35,021.98	\$35,021.98	\$35,021.98
Laborer (Entry level-Valid DL)	\$28,477.74	\$28,477.74	\$28,477.74
Truck Driver/Laborer I (Prior experience or 2 yrs as Laborer & CDL-B)	\$29,883.00	\$29,883.00	\$29,883.00
Truck Driver/Laborer II (Prior experience or 2 yrs as TDLI & CDL-A)	\$31,289.46	\$31,289.46	\$31,289.46
Truck Driver/Laborer III (Prior experience or 3 yrs as TDLI & CDL-A)	\$34,102.37	\$34,102.37	\$34,102.37
*Truck Driver/Laborer IV (Prior experience or 3 yrs as TDLIII & CDL-A)	\$35,833.39	\$35,833.39	\$35,833.39
Assistant Mechanic (Entry level-Valid DL)	\$30,884.35	\$30,884.35	\$30,884.35
Mechanic I (Prior experience or 2 yrs as Asst. Mechanic & CDL-B)	\$33,128.67	\$33,128.67	\$33,128.67
Mechanic II (Prior experience or 2 yrs as Mechanic I & CDL-B)	\$35,833.39	\$35,833.39	\$35,833.39
Mechanic III (Prior experience or 3 yrs as Mechanic II & CDL-A)	\$38,538.12	\$38,538.12	\$38,538.12
*Mechanic IV (Prior experience or 3 yrs as Mechanic III & CDL-A)	\$40,566.06	\$40,566.06	\$40,566.06
Assistant Maintenance (Entry level-Valid DL)	\$30,235.21	\$30,235.21	\$30,235.21
Maintenance I (Prior experience or 2 yrs as Asst. Maint. & Valid DL)	\$32,766.84	\$32,766.84	\$32,766.84
Maintenance II (Prior experience or 2 yrs as Maint. I & CDL-B)	\$35,578.55	\$35,578.55	\$35,578.55
Maintenance III (Prior experience or 3 yrs as Maint. II & CDL-B)	\$38,391.46	\$38,391.46	\$38,391.46
*Maintenance IV (Prior experience or 3 yrs as Maint. III & CDL-B)	\$39,754.64	\$39,754.64	\$39,754.64
Equipment Operator I (Prior experience & CDL-A)	\$35,156.61	\$35,156.61	\$35,156.61
Equipment Operator II (Prior experience or 2 yrs as EO I & CDL-A)	\$37,969.52	\$37,969.52	\$37,969.52
Equipment Operator III (Prior experience or 3 yrs as EOII & CDL-A)	\$40,782.44	\$40,782.44	\$40,782.44
*Equipment Operator IV (Prior experience or 3 yrs as EOIII & CDL-A)	\$43,270.78	\$43,270.78	\$43,270.78

Public Works Lead I (Entry level)	\$33,503.14	\$33,503.14	\$33,503.14	
Public Works Lead II (Prior experience or 2 yrs as PWLI)	\$2,896.63	\$2,896.63	\$2,896.63	
Public Works Lead III (Prior experience or 2 yrs as PWLII)	\$2,896.63	\$2,896.63	\$2,896.63	
*Public Works Lead IV (Prior experience or 2 yrs as PWLIII)	\$2,896.63	\$2,896.63	\$2,896.63	
Custodian (Valid DL)	\$27,562.95	\$27,562.95	\$27,562.95	
Dispatcher I (Entry level)	\$36,198.83	\$36,198.83	\$36,198.83	
Dispatcher II (Prior experience or 2 yr as DISP I)	\$37,943.08	\$37,943.08	\$37,943.08	
Dispatcher III (Prior experience or 2 yrs as DISP II)	\$39,687.33	\$39,687.33	\$39,687.33	
Dispatcher IV (Prior experience or 2 yrs as DISP III)	\$41,823.46	\$41,823.46	\$41,823.46	
*Dispatcher V (Prior experience or 3 yrs as DISP IV)	\$43,851.40	\$43,851.40	\$43,851.40	
*Dispatcher VI (Prior experience or 2.5 yrs as DISP V)	\$45,506.69	\$45,506.69	\$45,506.69	

* This level promotion is not automatic, it requires a review by the Employer of the following items:

- a) Supervisor's recommendation (20%)
- b) Review of personnel folder, tardiness, attendance, etc. (40%)
- c) Letters of Appreciation or Discipline (40%)

60% IS REQUIRED TO ADVANCE TO THE NEXT LEVEL.

NOTE: Employee moving from one level to a subsequent level shall receive an amount equal to the difference between their current level and their new level added to their current salary or the amount of the new level, whichever is greater.

THIS AGREEMENT shall be in full force and effect from January 1, 2012 until December 31, 2014.

THE PARTIES agree that negotiations for a successor Agreement and the modifying, amending or altering of any terms of this Agreement shall commence no later than October 1, 2014. It is understood that the Union is seeking a successor Agreement commencing from January 1, 2015. It is further agreed that all provisions of this Agreement will be held binding until a successor Agreement is signed and that neither party to this Agreement shall be relieved from any of the obligations hereunder unless executed by both parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 19 day of Dec, 2011.

FOR THE EMPLOYER:

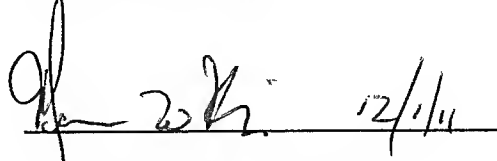


Mayor, Township of Hamilton

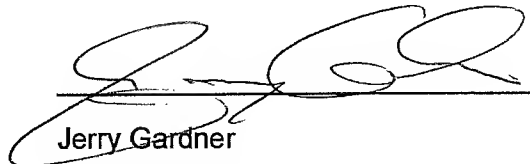


Township Clerk

FOR THE UNION:



Teamsters 331 Business Agent



Jerry Gardner

